

216605/78

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395****A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.**

CHFP025

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

3161

01024895

Name of company

* JJB Sports PLC (the "Charging Company")

Date of creation of the charge

3 June 2009 (the "Debenture Date")

Description of the instrument (if any) creating or evidencing the charge (note 2)

Guarantee and Debenture dated 3 June 2009 made between the Charging Company and others (1) in favour of Bank of Scotland plc (the "Bank") (2) (the "Debenture").

Amount secured by the mortgage or charge

The Secured Liabilities (as defined in the attached schedule) owing or incurred by the Charging Company and any or all of the Secured Liabilities owing or incurred by each other Chargor (as defined in the attached schedule) (except as a Guarantor (as defined in the attached schedule) for the Charging Company).

References to the Debenture, the Security Documents (as defined in the attached schedule) and to any provision of them or to any other document referred to in the Debenture shall be construed as a reference to it as in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time.

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland plc
The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name address and
reference (if any):Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/MJC/TSA/19558.07638/2118036.1

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

WEDNESDAY



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17/06/2009

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COMPANIES HOUSE

See Part II of the attached schedule.

The attached schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

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legibly, preferably
in black type, or
bold block
lettering**

Particulars as to commission allowance or discount (note 3)

Not Applicable.

Signed hordes LP

Date 17 June 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

*A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)*

† delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR JJB SPORTS PLC

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

- "Asset Contracts"** means all the rights of the Charging Company, at the Debenture Date or in the future, arising out of or in connection with any agreement:
- (i) for the acquisition of any property (real or personal) by the Charging Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by Clause 3.1.1 or 3.1.2) including, without limitation, any option to acquire property; or
 - (ii) for the hire, hire purchase, lease or loan of any property (real or personal), to the Charging Company (except as aforesaid).
- "Assets"** means all the undertaking, property, assets, rights and revenues of the Charging Company whatsoever, and wheresoever, at the Debenture Date or in the future but does not include any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes.
- "Borrower"** means JJB Sports PLC (company number 01024895) and any other Company insofar only as it owes money or has incurred liabilities to the Bank except as a Guarantor.
- "Chargor"** means each company named in Part IV (*The Chargors*) of this Schedule and each other company which becomes a party to the Debenture by executing a Deed of Accession;
- "Companies"** means the Chargors together with any other Group Companies from time to time, and, (where the context permits), includes each or any of them and "**Company**" means each or any of them.
- "Debenture Date"** means 3 June 2009.
- "Debts"** means all book and other debts at the Debenture Date or in the future owing to the Charging Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, including, without limitation, credit balances on any account at any bank or financial institution, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but "**Debts**" does not include any asset or right effectively

charged by way of fixed charge under any other provision of Clause 3, or any credit balance relating to the Loan Note Accounts whilst any amount is outstanding under the Loan Notes.

"Deed of Accession"	means a deed substantially in the form of Schedule 4 of the Debenture executed, or to be executed, by a person becoming a Chargor.
"Encumbrance"	means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security.
"Fixed Plant and Equipment"	means all plant, machinery or equipment of the Charging Company of any kind (including, without limitation, all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is at the Debenture Date or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building.
"Fixtures"	means all things of any kind at the Debenture Date or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures.
"Group"	means the Borrower and each of its Subsidiaries from time to time which is not dormant and "Group Company" and "Group Companies" shall be construed accordingly.
"Guarantor"	means any Chargor insofar only as it covenants under Clause 2.1.2 to pay or discharge money due or owing from or liabilities of each other Chargor to the Bank and "Guarantors" and "Guarantee" shall be construed accordingly.
"Insurances"	means, in relation to the Charging Company, all the right, title and interest of the Charging Company, at the Debenture Date or in the future, in or under any policy of insurance or assurance or to the proceeds thereof.
"Intellectual Property"	<p>means all the right, title and interest of the Charging Company, at the Debenture Date or in the future, in or to any of the following:</p> <ul style="list-style-type: none">(i) any registered intellectual property right in any territory, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;(ii) any invention, copyright, design right or performance right;

(iii) any trade secrets, know-how and confidential information;
and

(iv) the benefit of any agreement or licence for the use (by the Charging Company or any other person) of any such right.

"Intercreditor Deed"

means the intercreditor deed dated 29 April 2009 between, amongst others, the Chargors, the Bank and Barclays Bank PLC as may be amended, supplemented, novated, restated or replaced from time to time.

"Land"

means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land but for these purposes **"Land"** excludes heritable property situated in Scotland.

"Loan Note Accounts"

has the meaning given to this term in the Debenture.

"Loan Notes"

has the meaning given to this term in the Debenture.

"Loose Plant and Equipment"

means all plant, machinery, equipment and motor vehicles at the Debenture Date or at any time owned by the Charging Company as a capital asset which is not Fixed Plant and Equipment, including, without limitation, any moulds, patterns, tools (other than hand tools and consumable tooling), dies and jigs.

"Other Claims"

means all rights, claims or obligations of any kind whatsoever at the Debenture Date or at any time owed to the Charging Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of the Debenture.

"Rents"

means any sum payable to the Charging Company (and any right to recover any such a sum):

- (i) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land;
- (ii) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except insofar as the same is effectively charged by way of fixed charge by Clause 1(a) or 1(b).

"Secured Liabilities"

means all present and future liabilities and obligations of the Chargors to the Bank (whether actual or contingent, whether owed as principal or surety and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Bank was the original creditor in respect thereof) including without limitation interest, commission, costs, charges

and expenses charged by the Bank at rates agreed between it and the Chargors.

"Securities"

means all the right, title and interest of the Charging Company, at the Debenture Date or in the future, in any stocks, shares, debentures, loan stocks, instruments creating or acknowledging any debt, or other securities issued by any person (whether or not marketable) including, without limitation, all rights and benefits arising and all money payable in respect of or in substitution or exchange for any of them, whether by way of conversion, redemption, preference, bonus, option, dividend, interest or otherwise, and including, without limitation, all Securities owned by the Charging Company in any other company.

"Subsidiary"

means in respect of a company, person or entity, any company person or entity directly or indirectly controlled by such company, person or entity (including any Subsidiary acquired after the date of the Debenture) and **"Subsidiaries"** shall mean all or any of them as appropriate.

Part II

Particulars of property mortgaged or charged

1. By Clause 3.1 (*Charging Clause*), as security for payment of the Secured Liabilities, the Charging Company with full title guarantee charged to the Bank:
 - (a) by way of first legal mortgage all Land at the Debenture Date owned by the Charging Company, including, without limitation, the land which is described in Part V of this Schedule (*Registered and Unregistered Land*);
 - (b) by way of first fixed equitable charge all Land which is at the Debenture Date or in the future becomes the property of the Charging Company;
 - (c) by way of separate first fixed charges:
 - (i) all the goodwill and uncalled capital of the Charging Company, present or future;
 - (ii) the Securities of the Charging Company;
 - (iii) the Insurances of the Charging Company;
 - (iv) the Intellectual Property of the Charging Company;
 - (v) the Debts of the Charging Company;
 - (vi) the Rents of the Charging Company;
 - (vii) the Asset Contracts of the Charging Company;
 - (viii) the Other Claims of the Charging Company;
 - (ix) the Fixed Plant and Equipment of the Charging Company; and

- (x) the Loose Plant and Equipment of the Charging Company;
- (d) by way of first floating charge all those Assets of the Charging Company which are not for any reason effectively charged by the Debenture by way of fixed charge or mortgage, including, without limitation, any heritable property of the Charging Company situated in Scotland.

Part III

Covenants and Restrictions

1. By Clause 4.1 (*Moneys received*), the Charging Company agreed that as soon as reasonably practicable upon notice from the Bank, the Charging Company shall pay into the Charging Company's account with the Bank or as the Bank may direct all moneys which it receives in respect of any Debts, Securities, Insurances, Intellectual Property, Rents and any other of the rights and claims charged to the Bank under Clause 3.1.3, and not, if so required by the Bank following a demand for repayment of the Secured Liabilities or the occurrence of an event of default under any facility agreement between the Bank and a Chargor, withdraw any moneys from that account unless the Bank permits it to do so, and until such payment hold all moneys so received upon trust for the Bank and shall not without the prior written consent of the Bank charge, factor, discount or assign any of them in favour of any other person, or otherwise deal with them except for the purpose of collecting them in and paying them as required by Clause 4.1.
2. By Clause 4.2 (*Covenants*), the Charging Company covenanted that it will not, without the prior written consent of the Bank or save as expressly permitted pursuant to any facility agreement in place between JJB Sports plc and the Bank (or between any other Chargor and the Bank (as the case may be)) from time to time or by the Intercreditor Deed:
 - (a) create any Encumbrance, or allow any Encumbrance to arise or continue, on or over any of its Assets; or
 - (b) to part with or dispose of all or any of its Assets charged by way of fixed charge or mortgage; or
 - (c) to part with or dispose of all or any of its Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern.
3. By Clause 5.1.6 (*General Covenants*), in relation to all Land owned by the Charging Company, the Charging Company agreed that it will not:
 - (a) without the prior written consent of the Bank, alter, pull down, remove or dispose of any of the same except in the ordinary course of repair, maintenance or improvement; and
 - (b) knowingly take or omit to take any action of any kind where any interest or estate of the Charging Company may be forfeited or otherwise adversely affected.
4. By Clause 5.1.9(h), in relation to the Intellectual Property owned by the Charging Company, the Charging Company agreed:
 - (a) not to sell, assign, transfer, license or agree to license any such Intellectual Property or any interest therein or permit any third party to use such Intellectual Property; and

- (b) not to alter any specification for which any trade mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any trade mark.

Part IV

The Chargors

NAME OF CHARGOR	REGISTERED NUMBER
JJB Sports PLC	1024895
Blane Leisure Limited	SC109050
SSL Retail Limited	1296016
Sports Division Limited	SC144753
JJB Card Services Limited	4330148
Golf TV Limited	04175859
TV Sports Shop Limited	04912768
Sports Division (Eireann) Limited	234356

Part V

Registered and Unregistered Land

Title number	Description	Chargor
GM718947	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC
GM811302	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC
GM811303	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC
GM869142	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC
GM869146	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC
	Challenge Way, Martland Park, Wigan, Lancashire, WN5 0LD	JJB Sports PLC



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 1024895
CHARGE NO. 36

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 3 JUNE 2009 AND CREATED BY JJB SPORTS PLC FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY AND EACH OTHER CHARGOR TO BANK OF
SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER UNDER
THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 17 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 JUNE 2009



Companies House
— for the record —

P
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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES